

Iowa Department of Transportation
Office of Procurement & Distribution
Contract

Contract #:5051

2008 FORD

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

CHARLES GABUS FORD
of 4545 MERLE HAY ROAD DES MOINES, IA 50310 (hereinafter "Supplier").

1. In consideration of Eight Hundred Twenty Three Thousand Seven Hundred Fifty Five and 00/100 dollars (\$823,755.00) payable as set forth in the specifications. Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for 2008 FORD, PER SPEC. NO./PROJ. NO. PROPOSAL 4027, as let on OCTOBER 10, 2007 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	36	EACH	14,267.0000	0.00	513,612.00
08 A03A: FULL SIZE STANDARD CAB PICKUP - ORANGE FORD F150 XL (F12-502A) AS PER DOT PROPOSAL 4027, ITEM 2 SPU 1.1-DOT 'W5684W' ORANGE WITH 'ME' MEDIUM FLINT INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0002	9	EACH	19,764.0000	0.00	177,876.00
08 A05: LARGE STANDARD HD PICKUP - ORANGE FORD F350 XLT (F30-613A) AS PER DOT PROPOSAL 4027, ITEM 5 HPU 1.3-DOT 'W5684E' ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0003	1	EACH	19,468.0000	0.00	19,468.00
08 A05A: LARGE STD HD CAB/CHASS W/FLATBED FORD F350 XLT (F30-613A) WITH FLATBED BODY INSTALLED AS PER DOT PROPOSAL 4027, ITEM 5 HPU 1.4-DOT 'W5684E' ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0004	1	EACH	2,282.0000	0.00	2,282.00
08 B051-8: FLATBED BODY INSTALLED OMAHA STANDARD HD SERIES 8'6" X 82" AS PER DOT PROPOSAL 4027, ITEM 5 HPU 1.4-DOT, LINE 44 BODY PAINTED ORANGE TO MATCH CHASSIS CAB					
0005	1	EACH	22,692.0000	0.00	22,692.00
08 A05F-3: LARGE EXTENDED CAB HD PICKUP W/8FT -ORNG FORD F350 XLT (X30-613A) AS PER DOT PROPOSAL 4027, ITEM 5 HPU 9.2-DOT 'W5684E' ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0006	1	EACH	27,959.0000	0.00	27,959.00

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0007	1	EACH	4,879.0000	0.00	4,879.00
08 A05J: LARGE STD HD CAB/CHASS W/FLATBED & HOIST FORD F250 XLT (F21-603A) WITH FLATBED BODY & HOIST INSTALLED AS PER DOT PROPOSAL 4027, ITEM 5 HPU 2.5-DOT W5684E ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0008	1	EACH	24,236.0000	0.00	24,236.00
08 B051-8: FLATBED BODY & HOIST INSTALLED OMAHA STANDARD HD SERIES BODY WITH OMAHA STANDARD 415-SF-DE HOIST AS PER DOT PROPOSAL 4027, ITEM 5 HPU 2.5-DOT, LINE 49 PAINTED ORANGE TO MATCH CHASSIS CAB					
0009	1	EACH	2,282.0000	0.00	2,282.00
08 A06A: LARGE CREW CAB/CHASS W/FLATBED FORD F350 XLT (W30-613A) WITH FLATBED BODY INSTALLED AS PER DOT PROPOSAL 4027, ITEM 5 HPU 14.1-DOT 'W5684E' ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					
0010	1	EACH	28,469.0000	0.00	28,469.00
08 B051-8: FLATBED BODY INSTALLED OMAHA STANDARD HD SERIES 8'6" X 82" AS PER DOT PROPOSAL 4027, ITEM 5 HPU 14.1-DOT, LINE 54 BODY PAINTED ORANGE TO MATCH CHASSIS CAB					
08 A05F-4: LARGE EXTENDED CAB HD PICKUP W/6FT -ORNG FORD F350 XLT (X30-613A) AS PER DOT PROPOSAL 4027, ITEM 5 HPU 18.1-DOT 'W5684E' ORANGE WITH '3S' MEDIUM STONE INTERIOR VEHICLES TITLED WITH OWNER AS "STATE OF IOWA DOT"					

VEHICLE RECEIVING CENTER, AMES

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated OCTOBER 10, 2007;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before DECEMBER 21, 2007 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before OCTOBER 30, 2008.
4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.

6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.
9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms:

Dated 12/20/07

Iowa Department of Transportation
Operations & Finance Division
Purchasing Director
(Agency)

By *David Harmon*

CHARLES GABUS FORD
(Supplier)

By *Charles Gabus Ford*